



DAVID SANDERS, Ph.D.  
Director

**County of Los Angeles**  
**DEPARTMENT OF CHILDREN AND FAMILY SERVICES**  
425 Shatto Place, Los Angeles, California 90020  
(213) 351-5602

**Board of Supervisors**

GLORIA MOLINA  
First District

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Second District

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Fifth District

July 11, 2006

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

**REQUEST TO APPROVE AMENDMENT TWO TO AGREEMENT NUMBER 71593  
WITH THE COMMUNITY COLLEGE FOUNDATION FOR TRAINING SERVICES  
(ALL DISTRICTS) (3 VOTES)**

**IT IS RECOMMENDED THAT YOUR BOARD:**

Approve and instruct the Mayor to execute Amendment Two (Attachment 1) to Agreement Number 71593 with The Community College Foundation (TCCF) for Partnering for Safety and Permanence – Model Approach for Partnership in Parenting (PS-MAPP) Training Services to extend the term of the Agreement effective August 1, 2006 through January 31, 2007. The cost for the six-month extension is \$615,699 and will be financed using 75% (\$461,774) Federal revenue, 17.5% (\$107,747) State revenue, and 7.5% (\$46,178) net County cost (NCC). The revised maximum contract sum (inclusive of Amendment Two) is \$2,462,796. Sufficient funding for this Amendment is included in the FY 2006-07 Proposed County Budget.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The PS-MAPP training program for foster and adoptive parents is designed to provide a firm foundation of knowledge, skills, and attitudes regarding foster care and adoption and to enhance the ability of foster and adoptive parents to care for the children placed in their homes.

The current Contract expires on July 31, 2006. Extension of the Agreement from February 1, 2006 through July 31, 2006 was approved by your Board in January 2006 to allow DCFS time to develop a new solicitation to include linkage of contract performance to the department's key three goals and performance measures.

The new solicitation is currently being developed. Development was delayed due to restructuring the Statement of Work to facilitate utilization of multiple smaller businesses as potential contractors in lieu of one medium to large potential contractor and due to the time required to complete the County Protest Policy. The Department feels this approach will result in an increase in the number of potential resource parents (foster/adoptive) being recruited Countywide.

#### Implementation of Strategic Plan Goals

The recommended action is consistent with the principles of the Countywide Strategic Plan Goal #5 – Children and Families' Well-Being. The recommended action will ensure availability of placements capable of providing a high level of care for special needs children resulting in social and emotional well-being in a safe environment.

#### **FISCAL IMPACT/FINANCING**

The cost of Amendment Two is \$615,699 and will be financed using 75% (\$461,774) Federal revenue, 17.5% (\$107,747) State revenue, and 7.5% (\$46,178) NCC. The maximum contract sum for this Agreement (inclusive of Amendment Two) is \$2,462,796 which is financed using 75% Federal revenue, 17.5% State revenue and 7.5% NCC. Sufficient funding is included in the FY 2006-07 Proposed County Budget.

In addition, TCCF's subcontractors will provide a match equivalent to 15.32% of the total cost of parenting training services. The total cost of the services is \$2,908,356 from February 2005 through January 2007 which is financed using \$1,847,097 Federal revenue, \$430,989 State revenue, \$184,710 NCC and \$445,560 subcontractor match.

#### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

PS-MAPP training is for potential foster and adoptive parents. These services provide the potential foster and adoptive parents with guidance and a thorough understanding of their roles, which is an essential element in meeting children's needs, and provide an opportunity to observe and assess potential foster and adoptive parents. Classes are offered throughout the eight (8) Service Planning Areas (SPAs).

Your Board approved the Agreement procured by negotiation with TCCF in February 2005 for a one year term. The one-year contract was to allow DCFS time to evaluate the feasibility of bringing the parenting training services in-house or to conduct a new solicitation process if necessary. DCFS determined it was more effective to continue contracting. Amendment One was approved by your Board in January 2006 to extend the Agreement for six months to allow DCFS sufficient time to conduct a solicitation process linking contract performance to the department's key three goals and performance measures. Amendment Two will extend the Agreement for an additional

12 months to provide DCFS time to restructure the solicitation to facilitate utilization of multiple agencies rather than one agency for provision of parenting training services.

TCCF will provide training to a minimum of 525 PS-MAPP participants during this six-month term. TCCF is prepared to provide a total of 33 individual training series spread throughout the County's eight (8) SPAs. The training series consists of eleven 3-hour modules for a total of 33-hours per series at a fixed fee of \$22,033 for completion of each 33-hour training series. The County pays \$18,657.54 per each 33-hour training series.

This Agreement complies with all Board and the Chief Administrative Office (CAO) requirements.

County Counsel and the CAO have reviewed this Board letter. The Amendment has been approved as to form by County Counsel.

### **CONTRACTING PROCESS**

This Amendment does not require any additional contracting process. The State of California Manual of Policies and Procedures (MPP) Purchase of Service Contracting regulations (23-650.18) permit the County to extend an existing contract where unique circumstances necessitate procurement by negotiation. We have obtained State approval (Attachment 2).

DCFS has determined that the Living Wage Program (County Code Chapter 2.201) does not apply to the recommended Agreement.

This Amendment does not include a provision for cost of living increases.

### **IMPACT ON CURRENT SERVICES**

The PS-MAPP training program provides an opportunity for the Children's Social Worker (CSW) member of the training staff to observe and evaluate prospective Foster and Adoptive parents. These training services benefit foster children by increasing the pool of qualified foster and adoptive parents to care for them.

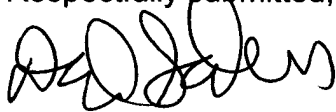
Without approval of the recommended action, PS-MAPP training services will not continue to be available to potential foster and adoptive parents throughout the County of Los Angeles; thus reducing the number of appropriate placement resources for Los Angeles County children requiring out of home placement.

**CONCLUSION**

Upon approval of this request, instruct the Executive Officer/Clerk of the Board to send an adopted stamped copy of this Board Letter and Amendment to:

1. Department of Children and Family Services,  
Contract Development/ Fiscal Management  
Attention: Walter Chan, Manager  
425 Shatto Place, Room 400  
Los Angeles, CA 90020
2. Office of the County Counsel  
Diane Cachenaout  
648 Kenneth Hahn Hall of Administration  
500 West Temple, Room 602  
Los Angeles, CA 90012  
Attention: Diane Cachenaout

Respectfully submitted,



DAVID SANDERS, Ph.D.  
DIRECTOR

DS:WC:RML:ra

Attachments (2)

c: Chief Administrative Officer  
County Counsel



**AMENDMENT TWO TO**

**AGREEMENT NUMBER 75193**

**BY AND BETWEEN**

**COUNTY OF LOS ANGELES**

**AND**

**THE COMMUNITY COLLEGE FOUNDATION**

**AMENDMENT NUMBER TWO TO AGREEMENT NUMBER 75193  
WITH THE COMMUNITY COLLEGE FOUNDATION FOR TRAINING SERVICES**

Reference is made to the document entitled Partnering for Safety and Permanence – Model Approach to Partnership in Parenting (PS-MAPP) Training Services with Community College Foundation adopted by the Board of Supervisors on February 8, 2005, and further identified as Agreement Number 75193, hereinafter referred to as "Agreement."

**WHEREAS**, the parties have previously entered into a contract to provide PS-MAPP Training Services to ensure the proper education and screening of prospective resource (foster and/or adoptive) parents; and,

**WHEREAS** in accordance with the terms and conditions of the Agreement, the CONTRACTOR has been providing PS-MAPP Training Services; and

**WHEREAS**, COUNTY intends to continue to contract for these training services; and

**WHEREAS**, on September 1, 2005, CONTRACTOR changed it's corporate name from Community College Foundation to The Community College Foundation in a Statement of Information filing with the Secretary of State.

**WHEREAS**, it is the intent of the parties hereto to amend the AGREEMENT to make changes described hereinafter; and

**NOW**, THEREFORE, the Agreement is revised as follows:

1. TABLE OF CONTENTS, Section 14.0 is re-titled to read as follows:  
14.0 ASSIGNMENT BY CONTRACTOR ..... 13
2. TABLE OF CONTENTS, Section 18.0 is re-titled to read as follows:  
18.0 PUBLICITY ..... 16
3. EXHIBITS, Exhibit B-4, Budget for Amendment Two, is added and is attached herein.
4. EXHIBITS, Exhibit B-5, Pricing Schedule, is added and is attached herein.
5. EXHIBITS, Exhibit K, Charitable Contributions Certification, is added and is attached herein.
6. EXHIBITS, Exhibit L, Contractor's Administration, is added and is attached herein.
7. EXHIBITS, Exhibit M, County's Administration, is added and is attached herein.

8. Section 1.0 APPLICABLE DOCUMENTS AND DEFINED TERMS, subsections 1.2 and 1.3 are amended to add B-4, B-5 and Exhibits K-M, as follows:

1.2 Exhibits A, A-1, A-2, A-3, A-4, A-5, B, B-1, B-2, B-3, B-4, B-5, C, D, E, F1, F2, G, H, I, J, K, L, and M, and set forth below are attached to and incorporated by reference in this Agreement.

1.3 In the event of any conflict in the definition or interpretation of any word, responsibility, service, schedule, or contents of a deliverable product between this Agreement and Exhibits, or among Exhibits, said conflict or inconsistency shall be resolved by giving precedence first to the Agreement, and then to the Exhibits according to the following priority:

- Exhibit A - Statement of Work
- Exhibit A-1 - Department of Children and Family Services Service Planning Area (SPA)
- Exhibit A-2 - Sample format for Monthly Reports and Invoices
- Exhibit A-3 - Performance Requirement summary
- Exhibit A-4 - Quality of Life Standards FYI 02-08
- Exhibit A-5 - PS-MAPP Training Curriculum
- Exhibit B - Budget
- Exhibit B-1 - Pricing Schedule
- Exhibit B-2 - Budget for Amendment One
- Exhibit B-3 - Pricing Schedule for Amendment One
- Exhibit B-4 - Budget for Amendment Two
- Exhibit B-5 - Pricing Schedule for Amendment Two
- Exhibit C - Certification of Independent Price Determination
- Exhibit D - Contractor's Equal Employment Opportunity (EEO) Certification
- Exhibit E - Community Business Enterprise Form (CBE)
- Exhibit F1 - Employee Acknowledgment and Confidentiality Agreement
- Exhibit F2 - Non- Employee Acknowledgment and Confidentiality Agreement
- Exhibit G - Auditor-Controller Contract Accounting and Administration Handbook
- Exhibit H - Internal Revenue Notice 1015
- Exhibit I - Jury Service Program Certification
  - Los Angeles County Code 2.203 (Jury Service Program)
- Exhibit J - Safely Surrender Baby Law
- Exhibit K - Charitable Contributions Certification
- Exhibit L - Contractor's Administration
- Exhibit M - County's Administration

9. Section 3.0 TERM AND TERMINATION, subsection 3.3 is added and reads as follows:
  - 3.3 The term of this Agreement is extended for an additional six months from August 1, 2006 through January 31, 2007, unless terminated earlier as provided herein.
10. Section 4.0 REQUIRED MATCH, subsection 4.3 is added and reads as follows:
  - 4.3 For the period of August 1, 2006 through January 31, 2007 CONTRACTOR shall provide a required match of 15.32% or \$111,390 of the six-month total projected project cost. CONTRACTOR shall furnish a written summary of the match in the CONTRACTOR'S Budget, Exhibit B-4, and shall include the match rates that will be applicable to the training series completion invoices submitted to COUNTY in accordance with Section 6.0 PAYMENTS AND INVOICES.
11. Section 5.0 CONTRACT SUM, subsection 5.1.2 is added and reads as follows:
  - 5.1.2 During the additional six month extension from August 1, 2006 through January 31, 2007, COUNTY and CONTRACTOR agree that this is a firm fixed price contract for the completion of a total of thirty-three (33)-training series; each training series will consist of multiple training classes totaling 33 hours. COUNTY shall compensate CONTRACTOR for the training services set forth in Exhibit A, Statement of Work, at the rate of compensation set forth in Exhibit B-5 Pricing Schedule, in accordance with Section 6.0 PAYMENTS AND INVOICES.
12. Section 5.0 CONTRACT SUM, subsection 5.2 is amended and reads as follows:
  - 5.2 The total amount payable under this Agreement, including both extension periods, is \$2,462,796, hereinafter referred to "Maximum Contract Sum". The total Project Cost is \$2,908,356 inclusive of the CONTRACTOR'S maximum match of \$445,560.
13. Section 5.0 CONTRACT SUM, subsection 5.2.2 is added and reads as follows:
  - 5.2.2 The total amount payable under this additional six-month extension, from August 1, 2006 through January 31, 2007, is \$615,699.
14. Section 6.0 PAYMENTS AND INVOICES, subsection 6.1 is amended to add a fourth sentence and reads as follows:
  - 6.1 CONTRACTOR shall be paid for each completed PS-MAPP training series provided. All such services rendered by CONTRACTOR shall be paid in accordance with Exhibit B-1, Pricing Schedule. All such services rendered by CONTRACTOR for Amendment One, during the period of February 1, 2006, through July 31, 2006, shall be paid in accordance with Exhibit B-3,



Pricing Schedule. All such services rendered by CONTRACTOR for Amendment Two, during the period of August 1, 2006, through January 31, 2007, shall be paid in accordance with Exhibit B-5, Pricing Schedule.

15. Section 6.0 PAYMENTS AND INVOICES, subsection 6.4 is deleted in its entirety and replaced by the following:

- 6.4 CONTRACTOR shall submit the original invoice to the DCFS Finance Office ("Finance") and one copy to the Program Manager for review and approval.

CONTRACTOR shall send original invoices to be approved to:

County of Los Angeles  
Department of Children and Family Services  
Attention: Contract and Grant Payments Unit  
425 Shatto Place, Room 204  
Los Angeles, CA 90020

and a duplicate copy of the invoices to:

Glenn E. Windom, Program Manager  
County of Los Angeles  
Department of Children and Family Services  
Resource Family and Recruitment  
3075 Wilshire Blvd. Rm. 958  
Los Angeles, CA 90010

16. Section 14.0 ASSIGNMENT/DELEGATION OF RIGHTS is deleted in its entirety and replaced with:

#### 14.0 ASSIGNMENT BY CONTRACTOR

- 14.1 CONTRACTOR shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of COUNTY, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this Section 14.1, COUNTY consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by COUNTY to any approved delegate or assignee on any claim under the Contract shall be deductible, at COUNTY'S sole discretion, against the claims, which CONTRACTOR may have against COUNTY.
- 14.2 Shareholders, partners, members, or other equity holders of CONTRACTOR may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment

is effected in such a way as to give majority control of CONTRACTOR to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of COUNTY in accordance with applicable provisions of this Contract.

- 14.3 Any assumption, assignment, delegation, or takeover of any of the CONTRACTOR'S duties, responsibilities, obligations, or performance of same by any entity other than the CONTRACTOR, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without COUNTY'S express prior written approval, shall be a material breach of the Contract which may result in the termination of the Contract. In the event of such termination, COUNTY shall be entitled to pursue the same remedies against CONTRACTOR as it could pursue in the event of default by CONTRACTOR.

- 17. Section 18.0 PUBLICITY is deleted in its entirety and replaced with:

#### 18.0 PUBLICITY

- 18.1 The CONTRACTOR shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the CONTRACTOR'S need to identify its services and related clients to sustain itself, the COUNTY shall not inhibit the CONTRACTOR from publishing its role under this Contract within the following conditions:
  - 18.1.1 The CONTRACTOR shall develop all publicity material in a professional manner; and
  - 18.1.2 During the term of this Contract, the CONTRACTOR shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the COUNTY without the prior written consent of the County's Project Director. The COUNTY shall not unreasonably withhold written consent.
- 18.2 The CONTRACTOR may, without the prior written consent of COUNTY, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this Section shall apply.

18. Section 27.0, CONTRACTOR RESPONSIBILITY AND DEBARMENT is deleted in its entirety and replaced with:

## 27.0 CONTRACTOR RESPONSIBILITY AND DEBARMENT

- 27.1 A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the COUNTY'S policy to conduct business only with responsible contractors.
- 27.2 The CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the COUNTY acquires information concerning the performance of the CONTRACTOR on this or other contracts which indicates that the CONTRACTOR is not responsible, the COUNTY may, in addition to other remedies provided in the Contract, debar the CONTRACTOR from bidding or proposing on, or being awarded, and/or performing work on COUNTY contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the CONTRACTOR may have with the COUNTY.
- 27.3 The COUNTY may debar a Contractor if the Board of Supervisors, in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the COUNTY or a nonprofit corporation created by the COUNTY; (2) committed an act or omission which negatively reflects on the CONTRACTOR'S quality, fitness or capacity to perform a contract with the COUNTY, any other public entity, or a nonprofit corporation created by the COUNTY, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the COUNTY or any other public entity.
- 27.4 If there is evidence that the CONTRACTOR may be subject to debarment, the Department will notify the CONTRACTOR in writing of the evidence, which is the basis for the proposed debarment and will advise the CONTRACTOR of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- 27.5 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The CONTRACTOR and/or the CONTRACTOR'S representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative

proposed decision, which shall contain a recommendation regarding whether the CONTRACTOR should be debarred, and if so, the appropriate length of time of the debarment. The CONTRACTOR and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

- 27.6 After consideration of any objections or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 27.7 If a CONTRACTOR has been debarred for a period longer than five years, that CONTRACTOR may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The COUNTY may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the CONTRACTOR has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the COUNTY.
- 27.8 The Contractor Hearing Board will consider a request for review of a debarment determination only where: (1) the CONTRACTOR has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
- 27.9 The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to

modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

27.10 These terms shall also apply to Subcontractors of COUNTY Contractors.

19. Sections 54.0 through 62.0 are added to the Agreement as follows:

#### **54.0 TERMINATION FOR NON-APPROPRIATION OF FUNDS**

Notwithstanding any other provision of this Contract, the COUNTY shall not be obligated for the CONTRACTOR'S performance hereunder or by any provision of this Contract during any of the COUNTY'S future fiscal years unless and until the COUNTY'S Board of Supervisors appropriates funds for this Contract in the COUNTY'S Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The COUNTY shall notify the CONTRACTOR in writing of any such non-allocation of funds at the earliest possible date.

#### **55.0 AMERICANS WITH DISABILITIES ACT (ADA)**

The CONTRACTOR agrees to abide by all applicable federal, State and local laws including the Americans with Disabilities Act (ADA) and its requirement to provide reasonable accommodations and auxiliary aids or services, unless compliance with the ADA would place an undue financial burden on, or would fundamentally alter the nature of, the CONTRACTOR'S program.

#### **56.0 CONDUCT OF PROGRAM**

CONTRACTOR shall abide by all terms and conditions imposed and required by this Contract and shall comply with all subsequent revisions, modifications, and administrative and statutory changes made by the State, and all applicable provisions of State and Federal regulations. Failure by CONTRACTOR to comply with provisions, requirements or conditions of this Contract, including but not limited to performance documentation, reporting and evaluation requirements, shall be a material breach of this Contract and may result in the withholding of payments, financial penalties, and/or termination as stated herein.

#### **57.0 CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE**

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring CONTRACTORS to complete the certification (Exhibit K), the County seeks to ensure that all COUNTY CONTRACTORS, which receive or raise charitable contributions, comply with California law in order to protect the COUNTY and its taxpayers. A CONTRACTOR, which receives or

raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202).

## **58.0 ADMINISTRATION OF CONTRACT – CONTRACTOR**

### **58.1 CONTRACTOR'S Program Director**

58.1.1 CONTRACTOR'S Program Director is designated in Exhibit L, CONTRACTOR'S Administration. The CONTRACTOR shall notify the COUNTY in writing of any change in the name or address of the CONTRACTOR'S Program Director.

58.1.2 CONTRACTOR'S Program Director shall be responsible for CONTRACTOR'S day-to-day activities as related to this Contract and shall coordinate with COUNTY'S Program Manager and Program Monitor on a regular basis.

### **58.2 Approval of CONTRACTOR'S Staff**

COUNTY has the absolute right to approve or disapprove all of CONTRACTOR'S staff performing work hereunder and any proposed changes in CONTRACTOR'S staff, including, but not limited to, CONTRACTOR'S Program Director.

### **58.3 CONTRACTOR'S Staff Identification**

58.3.1 CONTRACTOR shall provide all staff assigned to this Contract with a photo identification badge in accordance with COUNTY specifications. Specifications may change at the discretion of the COUNTY and CONTRACTOR will be provided new specifications as required. The format and content of the badge is subject to the COUNTY'S approval prior to the CONTRACTOR implementing the use of the badge. CONTRACTOR staff, while on duty or when entering a COUNTY facility or its grounds, shall prominently display the photo identification badge on the upper part of the body.

58.3.2 CONTRACTOR shall notify the COUNTY within one business day when staff is terminated from working on this Contract. CONTRACTOR shall retrieve and return an employee's ID badge to the COUNTY on the next business day after the employee has terminated employment with the CONTRACTOR.

58.3.3 If COUNTY requests the removal of CONTRACTOR'S staff, CONTRACTOR shall retrieve and return an employee's ID badge to the COUNTY on the next business day after the employee has been removed from working on the COUNTY'S contract.

#### 58.4 Background and Security Investigations

58.4.1 At any time prior to or during term of this Contract, the COUNTY may require that all CONTRACTOR staff performing work under this Contract undergo and pass, to the satisfaction of COUNTY, a background investigation, as a condition of beginning and continuing to work under this Contract. COUNTY shall use its discretion in determining the method of background clearance to be used, up to and including a COUNTY performed fingerprint security clearance. The fees associated with obtaining the background information shall be at the expense of the CONTRACTOR, regardless if the CONTRACTOR'S staff passes or fails the background clearance investigation.

58.4.2 COUNTY may request that CONTRACTOR'S staff be immediately removed from working on the COUNTY Contract at any time during the term of the Contract. COUNTY will not provide to CONTRACTOR or to CONTRACTOR'S staff any information obtained through the COUNTY conducted background clearance.

58.4.3 COUNTY may immediately deny or terminate facility access to CONTRACTOR'S staff who do not pass such investigation(s) to the satisfaction of the COUNTY whose background or conduct is incompatible with COUNTY facility access, at the sole discretion of the COUNTY.

58.4.4 Disqualification, if any, of CONTRACTOR staff, pursuant to this Sub-section 58.4 shall not relieve CONTRACTOR of its obligation to complete all work in accordance with the terms and conditions of this Contract.

#### 58.5 Confidentiality

58.5.1 CONTRACTOR shall maintain the confidentiality of all records and information, including the terms and conditions of the Contract, events or circumstances which occur during the course of CONTRACTOR'S performance under the Contract, billings, COUNTY records, patient records, and other information obtained from the COUNTY under this Contract in accordance with all applicable federal, State or local laws, ordinances, regulations and directives relating to confidentiality.

58.5.2 CONTRACTOR shall not reproduce, distribute, or disclose to any person or entity any information identifying, characterizing, or relating to any risk, threat, vulnerability, weakness, or problem regarding data security or maintenance in COUNTY'S computer systems, or to any safeguard, countermeasure, or contingency plan, policy or procedure for data security contemplated or

implemented by COUNTY, without COUNTY'S prior written consent.

58.5.3 CONTRACTOR shall inform all of its directors, officers, shareholders, employees, agents and Subcontractors providing services hereunder of the confidentiality provisions of this Contract.

58.5.4 CONTRACTOR shall cause each employee performing services covered by this Contract to sign and adhere to Exhibit F1, "CONTRACTOR'S Employee Acknowledgment and Confidentiality Agreement".

58.5.5 CONTRACTOR shall cause each non-employee performing services covered by this Contract to sign and adhere to Exhibit F2 "Contractor Non-Employee Acknowledgment and Confidentiality Agreement".

58.5.6 CONTRACTOR shall notify COUNTY of any attempt to obtain confidential records through the legal process.

58.5.7 CONTRACTOR agrees to notify COUNTY in writing within twenty-four (24) hours of any actual or suspected misuse, misappropriation, unauthorized disclosure of, or unauthorized access to Confidential Information that may come to CONTRACTOR'S attention, and that includes unauthorized access to CONTRACTOR'S computer or computers (including those of any Subcontractor involved in the Relationship) containing CONTRACTOR'S or COUNTY'S Confidential Information related to this Contract, including names and information of referred clients. Unauthorized access may include a virus or worm that penetrates and gains access to a computer and places a back door or keystroke logger on it, or a directed hack/crack that gains access to and some control over a computer.

**CONTRACTOR shall comply with all applicable laws pertaining to confidentiality. This shall include, but is not limited to, the confidentiality provisions of Section 827 and Section 10850 of the California Welfare and Institutions Code and MPP Division 19.**

## **59.0 ADMINISTRATION OF CONTRACT – COUNTY**

A listing of all COUNTY Administration referenced in the following Sub-sections is designated in Exhibit M, COUNTY'S Administration. The COUNTY shall notify the CONTRACTOR in writing of any change in the names or addresses shown.

### **59.1 COUNTY'S Program Director**

Responsibilities of the COUNTY'S Program Director include:



- ensuring that the objectives of this Contract are met; and
- providing direction to CONTRACTOR in the areas relating to COUNTY policy, information requirements, and procedural requirements.

#### 59.2 COUNTY'S Program Manager

The responsibilities of the COUNTY'S Program Manager include:

- meeting with CONTRACTOR'S Program Manager on a regular basis; and
- inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of CONTRACTOR.

The COUNTY'S Program Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate COUNTY in any respect whatsoever.

#### 59.3 COUNTY'S Contract Program Monitor

The COUNTY'S Program Monitor is responsible for overseeing the day-to-day administration of this Contract. The Program Monitor reports to the COUNTY'S Program Manager.

### **60.0 BUDGET REDUCTION**

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the Contractor under this Contract shall also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Contractor shall continue to provide all of the services set forth in this Contract.

### **61.0 USE OF FUNDS**

All uses of funds paid to CONTRACTOR and other financial transactions related to CONTRACTOR'S provision of services under this Contract are subject to review and/or audit by DCFS, COUNTY'S Auditor-Controller or its designee, and the State of California. In the event this Contract is subject to audit exceptions, CONTRACTOR shall pay to COUNTY the full amount of CONTRACTOR'S

liability for such audit exceptions, as determined by DCFS, upon demand by COUNTY.

## **62.0 CONDUCT OF PROGRAM**

CONTRACTOR shall abide by all terms and conditions imposed and required by this Contract and shall comply with all subsequent revisions, modifications, and administrative and statutory changes made by the State, and all applicable provisions of State and Federal regulations. Failure by CONTRACTOR to comply with provisions, requirements or conditions of this Contract, including but not limited to performance documentation, reporting and evaluation requirements, shall be a material breach of this Contract and may result in the withholding of payments, financial penalties, and/or termination as stated herein.

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT.

**AMENDMENT NUMBER TWO TO AGREEMENT NUMBER 75193  
WITH THE COMMUNITY COLLEGE FOUNDATION FOR TRAINING SERVICES**

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment Number One to be subscribed by its Mayor and the seal of such Board to be hereto affixed and attested by the Executive Office thereof, and CONTRACTOR has caused this Amendment Number Two to be subscribed in its behalf by its duly authorized officers as of \_\_\_\_\_ day of \_\_\_\_\_ 200\_\_. The person(s) signing on behalf of CONTRACTOR warrants under penalty of perjury that he or she is authorized to bind the CONTRACTOR.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Michael D. Antonovich  
Mayor, Los Angeles County

Attest:

Sachi A. Hamai  
Executive Officer-Clerk of the  
Los Angeles County  
Board of Supervisors

By \_\_\_\_\_  
Deputy

The Community College Foundation  
(CONTRACTOR)

By \_\_\_\_\_  
Name David R. Springett  
Title President

By Tim Moros  
Name Tim Moros  
Title CFO

680016439  
Tax Identification Number

APPROVED AS TO FORM:

By The Office of County Counsel  
Raymond G. Fortner, Jr., County Counsel

By Kathy Brakowall  
Kathy Brakowall  
Senior Deputy County Counsel

**Exhibit B-4**

**The Community College Foundation**  
**PS- MAPP Program Budget August 1, 2006 - January 31, 2007**

**PROGRAM EXPENSES**

August 1, 2006 - January 31, 2007				
		<u>FTE</u>	<u>.5 year</u>	<u>Total</u>
<b>A. SALARIES</b>				
Senior Vice President	\$ 115,000	0.125	0.5	\$ 7,188
Operations Director	\$ 88,000	0.125	0.5	\$ 5,500
Project Manager	\$ 71,500	1.0	0.5	\$ 35,750
Deputy Program Manager	\$ 55,000	1.0	0.5	\$ 27,500
Database Administrator	\$ 44,000	0.5	0.5	\$ 11,000
Administrative Assistant	\$ 36,960	1.0	0.5	\$ 18,480
Data Clerk	\$ 36,960	1.0	0.5	\$ 18,480
Other Support Staff	\$ 33,000	1.5	0.5	\$ 24,750
<b>Total Salaries</b>		<b>6.25</b>		<b>\$ 148,648</b>
Medical/Dental		10.00%		\$ 14,865
Life Insurance		0.23%		\$ 342
Social Security		7.65%		\$ 11,372
State Unemployment		3.80%		\$ 831
Workmen's Comp		1.32%		\$ 1,962
Professional Liability Insurance		3.00%		\$ 4,459
<b>Total Benefits</b>		<b>26.00%</b>		<b>\$ 33,831</b>
<b>C. CONSULTANT</b>				
Curriculum Translation				\$ 22,500
Curriculum				\$ 5,000
Network & Database Support				\$ 5,000
<b>Total Consultant</b>				<b>\$ 32,500</b>
<b>Total Salaries &amp; Benefits</b>				<b>\$ 214,978</b>
<b>D. Trainings/Meetings</b>				
PS - MAPP Revised Curriculum Staff Training				\$ 3,180
PS - MAPP Certification Trainings				\$ 24,600
Contract Closeout Meeting for Trainers				\$ 1,875
TCCF Trainer Staff Development Training				\$ 10,980
Program Directors Qtrly Meetings				\$ 1,800
<b>Total Trainings/Meetings</b>				<b>\$ 42,435</b>
<b>E. EQUIPMENT &amp; FURNITURE</b>				
				<b>\$ 3,538</b>
<b>F. SERVICES AND SUPPLIES</b>				
Telephones				\$ 2,565
Xerox/Printing				\$ 9,095
General Office Supplies				\$ 2,003
<b>Total Services And Supplies</b>				<b>\$ 13,663</b>
<b>G. TRANSPORTATION AND TRAVEL</b>				
Mileage & Parking				\$ 4,652
Travel/Conferences/Staff Development				\$ 5,625
<b>Total Transportation And Travel</b>				<b>\$ 10,277</b>
<b>H. FACILITY RENT LEASE</b>				
				<b>\$ 11,199</b>
<b>Subtotal of Program Expenses</b>				<b>\$ 296,090</b>
<b>I. Administrative Overhead @15% of Prog. Expenses</b>			15%	<b>\$ 44,413</b>
<b>J. TOTAL COLLEGE SUBCONTRACTS (See Page 2 of Budget)</b>				<b>\$ 386,586</b>
<b>TOTAL GROSS COSTS OF PROGRAM</b>				<b>\$ 727,089</b>
<b>K. PROJECTED COUNTY ALLOCATION</b>				<b>\$ 615,699</b>
<b>L. IN-KIND MATCH</b>				
Community Colleges & TCCF (See Page 2 of Budget)			15.32%	<b>\$ 111,390</b>
<b>N. FIXED COST FEE PER COMPLETED SESSION:</b>				
			<b># Of Sessions</b>	
			33	<b>\$ 22,033</b>

**Exhibit B-4:**

**The Community College Foundation**  
Calculation of Community College In-Kind Match

		<b>Z</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E = (D + C)*Z</b>	<b>F= B *1.04</b>	<b>= C</b>	<b>G = (E - F - C)</b>
		<b>FNR</b>	<b>PS-MAPP Series Assigned</b>	<b>Class Budget</b>	<b>QA Budget For Colleges</b>	<b>Indirect Series</b>	<b>Total Direct &amp; Indirect Budget</b>	<b>Actual Class Budg</b>	<b>Actual QA Budget</b>	<b>Match</b>
LA District										
LA City	Indirect @	45.9%	2	\$14,190	\$1,921	\$7,395	\$23,506	\$ 14,758	\$ 1,921	\$6,827
East LA	Indirect @	45.9%	2	\$14,190	\$1,921	\$7,395	\$23,506	\$ 14,758	\$ 1,921	\$6,827
Southwest	Indirect @	45.9%	3	\$21,285	\$2,881	\$11,092	\$35,259	\$ 22,136	\$ 2,881	\$10,241
Mission	Indirect @	45.9%	2	\$14,190	\$1,921	\$7,395	\$23,506	\$ 14,758	\$ 1,921	\$6,827
Pierce	Indirect @	45.9%	1	\$7,095	\$960	\$3,697	\$11,753	\$ 7,379	\$ 960	\$3,414
West LA	Indirect @	45.9%	1	\$7,095	\$960	\$3,697	\$11,753	\$ 7,379	\$ 960	\$3,414
Trade Tech	Indirect @	45.9%	2	\$14,190	\$1,921	\$7,395	\$23,506	\$ 14,758	\$ 1,921	\$6,827
Harbor	Indirect @	45.9%	2	\$14,190	\$1,921	\$7,395	\$23,506	\$ 14,758	\$ 1,921	\$6,827
PCC	Indirect @	30.0%	3	\$21,285	\$2,881	\$7,250	\$31,416	\$ 22,136	\$ 2,881	\$6,399
COMPTON	Indirect @	60.0%	2	\$14,190	\$1,921	\$9,667	\$25,777	\$ 14,758	\$ 1,921	\$9,099
Antelope Valley	Indirect @	23.5%	0	\$0	\$0	\$0	\$0	\$ -	\$ -	\$0
Rio Hondo	Indirect @	60.0%	1	\$7,095	\$960	\$4,833	\$12,889	\$ 7,379	\$ 960	\$4,549
Citrus/Mt SAC '(2)	Indirect @	49.0%	1	\$7,095	\$960	\$3,947	\$12,003	\$ 7,379	\$ 960	\$3,663
COC	Indirect @	60.0%	1	\$7,095	\$960	\$4,833	\$12,889	\$ 7,379	\$ 960	\$4,549
Cerritos	Indirect @	55.1%	2	\$14,190	\$1,921	\$8,877	\$24,988	\$ 14,758	\$ 1,921	\$8,310
El Camino	Indirect @	15.1%	1	\$7,095	\$960	\$1,216	\$9,272	\$ 7,379	\$ 960	\$933
Long Beach City	Indirect @	30.0%	2	\$14,190	\$1,921	\$4,833	\$20,944	\$ 14,758	\$ 1,921	\$4,266
The Community College Foundation	Indirect @	23.2%	5	\$35,475	\$4,802	\$9,344	\$60,114	\$ 36,894	\$ 4,802	\$18,417
			<b>33</b>	<b>\$234,135</b>	<b>\$31,695</b>	<b>\$110,263</b>	<b>\$386,586</b>	<b>\$ 243,500</b>	<b>\$ 31,695</b>	<b>\$111,390</b>

PRICING SCHEDULE  
August 1, 2006 through January 31, 2007

Firm Fixed Price for each completed Unit of Training *	\$ 22,033.00
Less 15.32% match from Contractor's subcontractors	\$ <u>3,375.46</u>
<b>Total Unit Price Payable to Contractor for each completed Unit of Training</b>	<b>\$ 18,657.55</b>
<b>Total Maximum Amount payable under this Amendment Two</b>	<b>\$ 615,699.00</b>

\*One completed Unit of Training is comprised of one 33 hour of PS-MAPP Training series.

The 33-hour PS-MAPP Training series consists of eleven (11), 3-hour training modules completed over an eleven (11) week period with a starting class size between fifteen (15) and twenty-five (25) resource (potential foster/adoptive) parent participants.

## CHARITABLE CONTRIBUTIONS CERTIFICATION

The Community College Foundation  
 Company Name  
1901 Royal Oaks Drive, Sacramento, CA 95815  
 Address  
68-0016439  
 Internal Revenue Service Employer Identification Number  
CT55478  
 California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (S8 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

## CERTIFICATION

YES

NO

Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

(X) ( )

OR

Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

( ) ( )

Tim Monos  
 Signature

6/15/06  
 Date

Tim Monos, CFO  
 Name and Title (please type or print)

ADMINISTRATION OF CONTRACT  
CONTRACTOR'S ADMINISTRATION

## CONTRACTOR'S

NAME:

The Community College Foundation

CONTRACT NO.

75193

## CONTRACTOR'S PROGRAM DIRECTOR:

Name:

Robert Lewis

Title:

Program Manager

Address:

3530 Wilshire Blvd, Suite 610  
Los Angeles, CA 90010

Telephone:

213.427.6910 x246

Facsimile:

213.427.6925

E-Mail

Address:

RLewis@CommunityCollege.org

## CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name:

Sylvia Obagi

Title:

Vice President, Adult Programs

Address:

3530 Wilshire Blvd, Suite 610  
Los Angeles, CA 90010

Telephone:

213.427.6910 x242

Facsimile:

213.383.8243

E-Mail

Address:

SObagi@CommunityCollege.org

Name:

Monica Kauppinen

Title:

Senior Vice President, HDYS

Address:

1901 Royal Oaks Drive  
Sacramento, CA 95815

Telephone:

916.418.5102

Facsimile:

916.922.2374

E-Mail

Address:

MKauppinen@CommunityCollege.org

Notices to Contractor shall be sent to the following address:

Address:

3530 Wilshire Blvd, Suite 610  
Los Angeles, CA 90010



ADMINISTRATION OF CONTRACT  
COUNTY'S ADMINISTRATION

CONTRACT NO. 75193

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COUNTY PROGRAM DIRECTOR:

Name: Karen Richardson

Title: Assistant Regional Administrator

Address: 532 East Colorado Blvd.

Pasadena, CA 91101

Telephone: (626) 229-3794

Facsimile: (626) 397-9154

E-Mail Address: simska@dcfs.co.la.ca.us

COUNTY PROGRAM MANAGER:

Name: Glenn Windom

Title: Children Services Administrator II

Address: 3075 Wilshire Blvd., Room 958

Los Angeles, CA 90010

Telephone: (213) 639-4799

Facsimile: (213) 351-2464

E-Mail Address: Windog@dcfs.co.la.ca.us

COUNTY CONTRACT PROGRAM MONITOR:

Name: To Be Determined

Title:

Address:

Telephone:

Facsimile:

E-Mail

Address: